



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

flict arises not so much from a direct conflict in the holdings of the cases, as from a failure to make a distinction between collateral security taken on the property conditionally sold and that taken on other property of the buyer. Further, no distinction has been drawn between collateral security afforded by a third person and that afforded by property of the buyer.

RESTRAINT OF TRADE—SHERMAN ANTI-TRUST ACT—The International Harvester Company was a consolidation of five companies, which collectively produced about eighty-five *per centum* of the harvesting machinery sold in this country. The companies previously had been prosperous and keen competitors. The combination was effected by making one of the companies, of which the Harvester Company owned all the stock, with changed name, the exclusive selling agent for all the products of the several plants. No over capitalization was shown and the methods of conducting the business were in general fair to competitors. The Harvester Company purchased all of the stock of another large harvester company, permitting it, however, to continue doing business and advertising as an independent and competing firm. The government sought to dissolve the combination. *Held*, under §§ 1 and 2 of the Sherman Anti-Trust Act the International Harvester Company is organized to eliminate competition; it is *ab initio* a combination in restraint of interstate commerce; and it is an attempt to create a monopoly in harvesting machinery; and although the restraint and monopoly had not been attempted to any harmful extent it is potential and is prohibited by the act. *U. S. v. International Harvester Co.*, 214 Fed. 987. See *NOTES*, p. 140.

SPECIFIC PERFORMANCE—RELIEF FROM DECREE—EFFECT OF VENDEE'S FAILURE TO PAY.—The defendant contracted to sell the plaintiff certain lands. Afterwards, upon the defendant's refusal to convey the property, the plaintiff was granted a decree directing a conveyance on the payment of the purchase money. Then, although the defendant stood ready to convey in accordance with the decree, the plaintiff paid nothing; whereupon the defendant made motion that the decree be rescinded to remove the cloud resting upon the title to the property. *Held*, the plaintiff is entitled to the relief asked. *Rosenstein v. Burr* (N. J. Ch.), 90 Atl. 1037.

Suits of this nature, at least where the vendee was plaintiff in the suit for specific performance, are of infrequent occurrence; partly because performance would not be sought where there was an inability to pay the purchase price, and because of the rule in some jurisdictions requiring actual payment of it to the court before granting the vendee's suit. *Jones v. Alley*, 4 Greene (Ia.) 181. A suit for the rescission of the decree has never been previously brought before the American courts. See *Rosenstein v. Burr*, *supra*. But it has been held that where the vendee, after obtaining a decree of specific performance, fails to take title to the property in accordance with the decree; either